

RESALE DISCOUNTS
RECURRING NON-RECURRING

OTHER (cont.)

TouchTone	19.8%	19.8%
Voice Dial	19.8%	19.8%
Warm Line	19.8%	19.8%

ISDN

Circuit Switched Video/Circuit Switched Data	19.8%	19.8%
Select Video Plus [®]	19.8%	19.8%
Smart Trunk sm	19.8%	19.8%

DIRECTORY ASSISTANCE SERVICES

19.8%	19.8%
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TOLL

900 Call Restriction	19.8%	19.8%
IntraLATA MTS	19.8%	19.8%
MaxiMizer 800 [®]	19.8%	19.8%
OutWATS	19.8%	19.8%
Toll Billing Exception	19.8%	19.8%
800 Service	19.8%	19.8%

OPTIONAL TOLL CALLING PLANS

1+ SAVER sm	19.8%	19.8%
1+ SAVER Direct sm	19.8%	19.8%
Circle Saver	19.8%	19.8%
Corridor Optional Saver	19.8%	19.8%
Extended Community Saver	19.8%	19.8%

PLEXAR[®]

Plexar I [®]	19.8%	19.8%
Plexar II [®]	19.8%	19.8%
Plexar Custom ¹	Variable	Variable

¹The Resale Discount cannot be set such that SWBT provides Plexar Custom below underlying costs.

PRIVATE LINE

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
Analog Private Lines	19.8%	19.8%
Automated Distribution Services	19.8%	19.8%
Digital Loop Service	19.8%	19.8%
Foreign Exchange Service	19.8%	19.8%
Foreign Serving Office	19.8%	19.8%
Frame Relay	19.8%	19.8%
Group Alerting Services	19.8%	19.8%
MegaLink I [®]	19.8%	19.8%
MegaLink II [®]	19.8%	19.8%
MegaLink III [®]	19.8%	19.8%
MicroLink I [®]	19.8%	19.8%
MicroLink II [®]	19.8%	19.8%
MultiPoint Video	19.8%	19.8%
Service Loop Facility Modification Service	19.8%	19.8%

**Southwestern Bell's Resale Telecommunications Services* List - Residence
Oklahoma**

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Life Line and Link Up America Services	19.8%	19.8%
Residence 1 Party	19.8%	19.8%
Residence Measured	19.8%	19.8%
<u>EXPANDED LOCAL CALLING</u>		
Expanded Local Calling (Mandatory)	19.8%	19.8%
Mandatory Extended Area Calling Service (EACS)- 1 Party	19.8%	19.8%
Mandatory EACS - One element measured, 1 Party	19.8%	19.8%
<u>VERTICAL SERVICES</u>		
Auto Redial	19.8%	19.8%
Call Blocker	19.8%	19.8%
Call Forwarding	19.8%	19.8%
Call Forwarding - Busy Line	19.8%	19.8%
Call Forwarding - Busy Line/Don't Answer	19.8%	19.8%
Call Forwarding - Don't Answer	19.8%	19.8%
Call Return	19.8%	19.8%
Call Trace	19.8%	19.8%
Call Waiting	19.8%	19.8%
Calling Name	19.8%	19.8%
Calling Number	19.8%	19.8%
ComCall®	19.8%	19.8%
Personalized Ring (1 dependent number)	19.8%	19.8%
Personalized Ring (2 dependent numbers - 1st number)	19.8%	19.8%
Personalized Ring (2 dependent numbers - 2nd number)	19.8%	19.8%
Priority Call	19.8%	19.8%
Remote Access to Call Forwarding	19.8%	19.8%
Selective Call Forwarding	19.8%	19.8%
Simultaneous Call Forwarding	19.8%	19.8%
Speed Calling 8	19.8%	19.8%
Three Way Calling	19.8%	19.8%
<u>DIRECTORY ASSISTANCE SERVICES</u>	19.8%	19.8%

*Some Services not available in all Areas.
Resale products available subject to state and federal rules, regulations and tariffs.

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>ISDN</u>	19.8%	19.8%
<u>OTHER</u>		
Bundled Telecommunications Services (e.g., the Works)	19.8%	19.8%
Customer Alerting Enablement	19.8%	19.8%
Grandfathered Services	19.8%	19.8%
Hot Line	19.8%	19.8%
Local Operator Assistance Service	19.8%	19.8%
Promotions (Greater than 90 days)	19.8%	19.8%
Preferred Number Service	19.8%	19.8%
Toll Restriction	19.8%	19.8%
TouchTone	19.8%	19.8%
Voice Dial	19.8%	19.8%
Warm Line	19.8%	19.8%
<u>TOLL</u>		
900/976 Call Restriction	19.8%	19.8%
Home 800 sm	19.8%	19.8%
IntraLATA MTS	19.8%	19.8%
Toll Billing Exception	19.8%	19.8%
<u>OPTIONAL TOLL CALLING PLANS</u>		
1+ SAVER sm	19.8%	19.8%
1+ SAVER Direct sm	19.8%	19.8%
Circle Saver	19.8%	19.8%
Corridor Optional Saver	19.8%	19.8%
Extended Community Saver	19.8%	19.8%

**Southwestern Bell's Resale Other Services* List
Oklahoma**

	RESALE DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
Additional Directory Listings	19.8%	19.8%
Bill Plus	5%	5%
Consolidated Billing	5%	5%
Access Services	0%	0%
Wireless Carrier Interconnection Services	0%	0%
Company Initiated Suspension Service	0%	0%
Construction Charges	0%	0%
Customer Initiated Suspension Service	0%	0%
Exchange Connection Service	0%	0%
Connections with Terminal Equipment and Communications Equipment	0%	0%
Maintenance of Service Charges	0%	0%
Telecommunications Service Priority Systems	0%	0%

*Some Services not available in all Areas.
Resale products available subject to state and federal rules, regulations and tariffs.

APPENDIX RESALE - EXHIBIT C
OKLAHOMA
OS/DA PRICING - BRANDING, RATE & REFERENCE

The following rates will apply for each service element:

<p>A. CALL BRANDING</p> <p>An initial non-recurring charge applies per trunk group for the establishment of LSP specific Call Branding. A Per Call charge also applies. When there are subsequent changes to the branding announcement, an additional non-recurring charge will also apply per change.</p> <p style="text-align: right;">Rate per initial load group \$2,700.00 Rate per load for Brand change \$2,700.00 Per Call \$0.02</p>	
<p>B. DIRECTORY ASSISTANCE RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies for the initial load of LSP's DA Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load \$4,250.00 Rate per subsequent rate change \$3,050.00 Rate per subsequent reference change \$3,050.00</p>	
<p>C. OPERATOR SERVICES RATE/REFERENCE INFORMATION</p> <p>An initial non-recurring charge applies for the initial load of LSP's Operator Services Rate/Reference Information. An additional non-recurring charge applies for each subsequent change to Rate/Reference Information.</p> <p style="text-align: right;">Rate per initial load \$4,250.00 Rate per subsequent rate change \$3,050.00 Rate per subsequent reference change \$3,050.00</p>	

APPENDIX DIRECT

Appendix Direct

DIRECT ACCESS AGREEMENT FOR LOCAL DIRECTORY ASSISTANCE LISTINGS

This Appendix sets forth the terms and conditions under which SWBT provides electronic access to its Directory Assistance database.

I. SERVICE

Direct Access allows Cox's access to SWBT's Directory Assistance ("DA") database (which includes residence, business, and government listings) for the sole purpose of providing voice DA to Cox's end user. This service shall allow Cox to obtain listed name, address, zip code and telephone numbers, except that access to non-published telephone numbers is not allowed. SWBT will provide Cox's nondiscriminatory access to the same directory listing information available to its own directory assistance operators.

Cox may receive Direct Access from SWBT's host switches, which are located in St. Louis, Oklahoma City, Dallas, Houston, Kansas City, Little Rock, Ft. Worth and San Antonio, for Options 1 and 2 below. Option 3 is available only for SWBT's host switches in Dallas, Houston, Oklahoma City or St. Louis. Cox may use the following three options to receive Direct Access:

- A. Option 1, a diagram of which is attached as Exhibit I, allows Cox to provision an Operation Service Center ("OSC") with Direct Access from SWBT's Traffic Operator Position ("TOPS") switch. With this access method, Cox shall equip itself with Nortel Multi-Purpose Positions ("MP") or Nortel MPX positions. Option 1 shall allow Cox Operator to release the DA call to a SWBT audio system, the Nortel Interactive Voice System ("IVS").

Option 1A, a diagram of which is attached as Exhibit 1A, makes available to Cox, who chooses to install MPX-1WSS operator workstations, additional SWB TOPS Open Position Protocol (OPP) software. The OPP software, ASN Routers (at the OSC and the D1 engine location), Sync and Token Ring Cards will be provisioned by SWB and Cox will bear the cost of this hardware and software, plus the appropriate Engineering, Furnish and Installation (EF&I) charges incurred by SWB. The serving D1 engine location will require, in increments of one hundred-twenty (120) MPX-1WSS Cox Operator workstations, two (2) Asynchronous Routers (ASN), with Sync and Token Ring cards. Each pair of ASN Routers will support up to six (6) Token Rings. Each Token Ring supports up to 20 MPX-1WSS workstations.

- B. Option 2, a diagram of which is attached as Exhibit II, allows Cox to receive Direct Access via a Cox owned DMS200 TOPS Host switch, a LUCENT 5ESS OSPS switch or any other Operator Services switch type with Call Processing Data Link ("CPDL"). CPDL is a proprietary, licensable interface that utilizes a standard format message protocol for transport of messages between Directory One Call Control and a switching entity. CPDL provides the protocol by which Cox switch may provide audio and offer DACC.
- C. Option 3, a diagram of which is attached as Exhibit III, allows Cox to receive Direct Access through the Electronic White Page ("EWP") node via a modem and a personal computer (PC). Details shall be provided to Cox by SWBT if this option is chosen. Switched audio capability and DACC are not available with Option 3.

II. DEFINITIONS

Attachment 1, which is attached hereto, and is made a part hereof, contains definition of terms used in this Appendix.

III. RESPONSIBILITIES OF SWBT

- 1. SWBT shall provide and maintain its own Directory One ("D1") equipment to furnish DA services to Cox for all SWBT listings.
- 2. SWBT shall provide DA listings to Cox from its current DA records and in accordance with SWBT's methods, practices, and procedures.
- 3. For Option 1, the SWBT host switch shall distinguish and route the call to Cox's OSC.
- 4. When Option 1 is used, SWBT shall produce Bellcore standard Automated Message Accounting ("AMA") billing records for Cox to use in billing the end user for the DA call.
- 5. SWBT shall provide Cox access to the same listing information that is available to its own operators.
- 6. SWBT shall maintain the same level of system performance for Cox as it provides to itself.

IV. RESPONSIBILITIES OF COX

1. Cox shall furnish in writing, a request for Direct Access services to SWBT thirty (30) days in advance of the date when the services are to begin.
2. When Option 1 is selected, Cox shall acquire, at its own expense, its own TOPS MP or MPX positions and provision its OSC from the appropriate SWBT's TOPS Host switch for Cox's serving area. SWBT shall provision the ASN Routers (with sync and token ring cards) at the D1 Network Interface. Cox will bear the cost of all hardware and software it acquires for this Option, and shall reimburse SWBT for the ASN Routers, plus Engineering, Furnish and Installation charges.
3. When Option 1 or 1A is chosen, Cox shall provide voice and data circuits from the serving SWBT's host switch to Cox's OSC.
4. When Option 2 is chosen and Cox utilizes a switch other than those specified in TR-BX.25, Cox must obtain CPDL/D1 certification of their switch from NORTEL. Cox shall bear all costs of obtaining certification including payment of any applicable license fees from Nortel. SWBT shall supply D1 hardware and software i.e., (two (2) ADAX cards per 9,000 Busy Hour calls) to provision Option 2. SWBT shall bear the cost of this hardware and software, but Cox will be responsible for EF&I charges.
5. Cox shall only access Option 3 through an X.25 network.

V. RESPONSIBILITIES OF BOTH PARTIES

The Party providing the circuit between Cox's office and SWBT's office shall make such circuits available for use in connection with the DA services covered herein. When the total traffic exceeds the capability of the existing circuits, additional circuits will be provided by Cox. If additional ADAX cards and ASN Routers (with sync and token ring cards) are necessary, they will be provided by SWBT, and Cox will reimburse SWBT for the cost, plus EF&I.

VI. BILLING

SWBT shall bill Options 1, 1.A., and 2 in accordance with SWBT's IBIS system. SWBT shall bill Option 3 through a Mechanized Special Bill Process.

VII. USE OF SUBSCRIBER LISTING INFORMATION

- A. Cox is authorized to use the subscriber listing information accessed and provided pursuant to this Appendix for the sole purpose of providing voice DA for its own end user customers.

VIII. ASSIGNMENT

The subscriber listing information accessed shall remain the property of SWBT. Cox shall not download, store, print or otherwise extract the DA listing information made available through Direct Access nor shall Cox authorize any other company or any person to use any subscriber listing information for any purpose. Each party shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder, whether by the other party, its agents or employees.

IX. TERM OF CONTRACT AND RATE STRUCTURE

Upon Cox's request, and pursuant to the terms and conditions herein, SWBT will set rates and other appropriate criteria for provision of Direct Access to Cox under the procedures outlined in Appendix Network Element Bona Fide Request.

The following types of rates shall apply to Direct Access, and shall be finalized, and actual rates shall be set by individual case basis procedures.

A. Service Establishment

Cox shall pay a Direct Access Service Establishment Charge (a non-recurring charge) applied at the time Cox orders Direct Access.

B. Direct Access Database Service

Cox shall pay a monthly recurring charge for Direct Access Database Service which provides for database security and administration and ongoing support.

C. Direct Access Per Search

Cox shall pay a Direct Access Per Search charge for each Cox subscriber listing search queried from SWBT's listing database.

X. LIMITATION OF LIABILITY AND INDEMNIFICATION

The limitation of liability and indemnification provisions of the Agreement shall apply to performance under this Appendix.

ATTACHMENT 1 DEFINITION OF TERMS

As used herein, the following terms shall be defined and set forth below:

Automated Message Accounting (AMA) - Billing detail recordings in the switch.

Call Processing Data Link - (CPDL) -

Data Terminating Equipment (DTE) - A terminal attached to a data network as an end user node.

Digital Multiplexing Switch (DMS 200) - DMS performs base call processing functions and supports service capabilities.

Directory Assistance Call Completion (DACC) - DACC is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the DA operator.

Directory One (D1) - D1 offers directory search applications built on a standard operating software environment.

Directory One Call Control - Allows bi-directional call control capability between the TOPS switch and the D1 network.

Electronic White Pages (EWP) - EWP allows telephone companies to offer fully customized electronic directory assistance services for all types of users.

Interactive Voice System (IVS) - Peripheral off the switch that provides interactive audio.

Multi Purpose Position (MP or MPX) - Operator Workstations.

Non-Published Number (NP) - A telephone number that at the request of the telephone subscriber, is neither published in a telephone directory nor provided by a SWBT DA operator.

Operator Service Center (OSC) - Physical location of the Operators/workstations.

Published Number - A telephone number that is published in a telephone directory and is available upon request by calling a SWBT DA operator.

Queue Management System (QMS) - Supports up to 255 unique queues on calls to operator positions.

Traffic Operating Position System (TOPS) - Performs base call processing functions and support service capabilities.

APPENDIX UNE

APPENDIX: UNBUNDLED NETWORK ELEMENTS (UNE)

I. Introduction

- A. This Appendix Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to Cox. The specific terms and conditions that apply to the unbundled Network Elements are described below. The prices for Network Elements are set forth in UNE Attachment 1.

II. General Terms and Conditions

- A. SWBT and Cox may agree to connect Cox's facilities with SWBT's network at any technically feasible point for access to unbundled Network Elements for the provision by Cox of a Telecommunications Service. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.
- B. To the extent and in the manner required by law, SWBT will provide Cox access to the unbundled Network Elements to permit Cox to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network.. Should the Commission, the FCC, or any court of competent jurisdiction determine that SWBT is not required to allow the recombining of unbundled network elements, this paragraph is expressly subject to reformation as provided for in this Agreement Any request by Cox for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Bona Fide Request process described in Section III.
- C. When Cox orders unbundled network elements, SWBT will perform the functions necessary to combine unbundled network elements in any manner required by law, even if those elements are not ordinarily combined in SWBT's network, provided that such combination is a) technically feasible; and b) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with SWBT's network as provided in F.C.C. Rule 51.315 (c).

- D. Cox is responsible to designate each network element being ordered from SWBT and how those network elements are to be combined. Where multiple SWBT network elements are to be combined, Cox must designate the order in which the elements are to be connected. Where SWBT network elements are to be connected to another carrier's network element(s), Cox will designate how SWBT network element(s) are to be connected (i.e., cross connected) to the network element(s) of the other telecommunications carrier.
- E. Various subsections below list the Network Elements that Cox and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of Cox and to the extent technically feasible provide Cox additional Network Elements or modifications to previously identified Network Elements for the provision by Cox of a Telecommunications Service. Such requests will be processed in accordance with the Bona Fide Request process.
- F. Unbundled Network Elements are provided under this agreement over such routes, technologies, and facilities as SWBT may elect at its own discretion. In any event, SWBT will not discriminate in its engineering or provisioning plans. If Cox requests special facilities, equipment or routing of unbundled network elements such requests will be handled under the Bona Fide Request process.
- G. Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by Cox through the use of those elements.
- H. Where unbundled elements provided to Cox are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT upon request for specific customer's(s') provisioning needs. Cox will continue to be responsible for any charges associated with such elements until relinquished back to SWBT.
- I. The Parties acknowledge that the Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR Section 51.319 if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Cox on an unbundled basis, and Cox could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of,

the Telecommunications Service Cox seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

- J. Cox will, upon request of SWBT, provide SWBT access to Network Elements for the provision of SWBT's telecommunications services in accordance with the Act. Such request by SWBT will be processed in accordance with the Bona Fide Request process.
- K. Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- L. Network elements provided to Cox under the provisions of this Appendix will remain the property of SWBT.
- M. SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, Cox may request and, to the extent required by law and as SWBT may otherwise agree, SWBT may provide Network Elements through the Bona Fide Request process.
- N. The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.
- O. Cox's use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if Cox violates this provision.
- P. When converting a SWBT account to an Cox account or between Cox and another provider, the conversion will be handled as a disconnect of the current account and a new connect of the unbundled network elements account. SWBT will not intentionally physically disconnect the elements that are currently connected at the time the orders are placed.

Q. Performance of Network Elements

1. Each Network Element provided by SWBT to Cox will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. SWBT and Cox will jointly define performance data consistent with that provided by SWBT to other LSPs, that is to be provided monthly to Cox to measure whether unbundled Network Elements are provided at least equal in quality and performance to that which SWBT provides to itself and other LSPs. Such performance data will be defined by the Parties no later than ninety (90) days from the effective date of this Agreement or a date mutually agreeable by the Parties. The Parties will review the measures three months after Cox's first purchase of a SWBT Network Element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, if any, as changed from time to time by SWBT at its sole discretion. Cox may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Bona Fide Request process.
2. Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Cox will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities. To the extent that Cox is using unbundled Network Elements consistent with the specifications contained in this appendix, SWBT agrees that its network upgrades should not limit Cox's ability to provide service to Cox's existing customers.

- R. Cox will connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory requirements referenced in paragraph II, Q.

III. Bona Fide Request

- A. Sections IV - XI below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer them to Cox. Any request by Cox for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Bona Fide Request process. Where facilities and equipment are not available, Cox may request and SWBT may agree to provide, Network Elements through the Bona Fide Request process.
- B. SWBT will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services (expanded interconnection of fiber optic and microwave special access, other than DS-1 and DS-3) requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- C. A Network Element Bona Fide Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.
- D. Cox may cancel a Network Element Bona Fide Request at any time, but will pay SWBT's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation. Upon acceptance of the Bona Fide Request quote and upon establishing a delivery date for the substance of the Bona Fide Request, should SWBT cancel the provision of that substance, SWBT will pay Cox's reasonable and demonstrable costs of preparing to implement the substance of the Bona Fide Request.
- E. As soon as possible, but no later than ten (10) business days of its receipt, SWBT will acknowledge receipt of the Network Element Bona Fide Request.
- F. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, SWBT will provide to Cox a preliminary analysis of such Network Element Bona Fide Request.

The preliminary analysis will confirm that SWBT will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

- G. If SWBT determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from Cox. When it receives such authorization, SWBT shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- H. Unless the Parties otherwise agree, the Network Element Bona Fide Request must be priced in accordance with Section 252(d)(1) of the Act.
- I. As soon as feasible or as mutually agreed, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, SWBT shall provide to Cox a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- J. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, Cox must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- K. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

IV. Network Interface Device

- A. The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.

- B. Cox may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by Cox will be performed by SWBT based on time and material charges.
- C. Cox may provide its own NID (called an NIU) and may interface to the customer's premises wiring through connections in the customer chamber of the SWBT NID.
- D. With respect to multiple dwelling units or multiple-unit business premises, Cox will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- E. The SWBT NIDs that Cox uses under this Appendix will be those installed by SWBT to serve its customers.
- F. Cox will not attach to or disconnect SWBT's ground. Cox will not cut or disconnect SWBT's loop from its protector. Cox will not cut any other leads in the NID. Cox will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Cox will tighten all screws or lugs loosened by Cox in the NID's enclosure and replace all protective covers.

V. Local Loop

- A. A "loop" is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises, including SWBT's NID.
- B. SWBT will provide at the rates, terms, and conditions set out in UNE Attachment 1 the following:
 - 1. The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.
 - 2. SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.
 - 3. The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

4. The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.
 5. The 4-Wire digital loop 1.544 Mbps will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.
- C. If Cox requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to Cox. If, however, no spare unbundled Loop is available, SWBT will within two business days, excluding weekends and holidays, of Cox's request notify Cox of the lack of available facilities. Cox may request alternative arrangements through the Bona Fide Request process.
- D. In addition to any limitation of liability and indemnification provisions in the Agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. Cox will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to Cox's or Cox end user's use of unbundled loops in an explosive atmosphere.

VI. Local Switching

- A. The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including routing, custom calling, CLASS features, and Centrex-like capabilities.

- B. SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when Cox uses Local Switching elements. Until such time that the commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls as defined by the exchange dialing plan when Cox uses Local Switching elements and will provide intraLATA toll to Cox without other usage sensitive charges. When the commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.
- C. When Cox requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.
- D. SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- E. SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Cox agrees to respond to SWBT's notifications regarding network congestion.
- F. SWBT will provide switch interfaces to adjunct platforms in the same manner it provides them to itself. Cox requests for use of SWBT adjuncts will be handled through the Bona Fide Request process.
- G. SWBT will allow Cox to designate the features and functions that are activated on a particular unbundled switch port to the extent such features and functions are available or as may be requested by the Bona Fide Request process.
- H. Switch Ports
 - 1. Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.
 - 2. Analog (DID) Trunk Port: A trunk side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch used in conjunction loop reverse battery signaling.

3. ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.
4. ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

VII. Tandem Switching

- A. Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.
- B. Tandem Switching will provide trunk to trunk connections for local calls between two end offices.
- C. To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section IX.

VIII. Interoffice Transport

- A. The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or Cox, or between switches owned by SWBT or Cox. Interoffice Transport includes Common Transport and Dedicated Transport.
- B. SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.
- C. Common Transport - Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit Cox to connect its Unbundled Local Switching element purchased from SWBT with Common Transport to transport the local call dialed by the Unbundled Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also

permit Cox to utilize SWBT's common network between a SWBT tandem and a SWBT end office.

D. Dedicated Transport

1. Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or Cox, or between switches owned by SWBT or Cox.
2. SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to Cox.
3. SWBT will provide Dedicated Transport at the following speeds: DS1 (1.544 Mbps), DS3 (45 Mbps), OC3 (155.520 Mbps) and OC12 (622.080 Mbps). In addition, SWBT offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity.
4. In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to entrance facilities when used in an explosive atmosphere. Cox will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to Cox's or Cox end user's use of entrance facilities in an explosive atmosphere.

E. Digital Cross-Connect System (DCS) - SWBT will offer Digital Cross-Connect System (DCS) in conjunction with the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers.

IX. Signaling Networks and Call-Related Databases - Signaling Networks and Call-Related Databases are Network Elements that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to SWBT's signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB Validation, LIDB, CNAM, 800, and AIN.

X. Operations Support Systems Functions

- A. Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.
- B. SWBT will provide Cox access to its Operations Support Systems Functions as outlined in Appendix OSS.